LIP APPLICATION

Application Contract:

Idaho Department of Fish & Game Landowner Incentive Program Application Form



(Please type or print legibly)

A. Applicant Information:

The person named here will be responsible for completion of the project. If someone other than the legal landowner submits the application, the landowner will be required to cosign the agreement prior to the beginning of the project.

Name:			Phone Number(s)
Address:			Email:
City:	State:	Zip Code:	Applicant Signature:
Landowner (if following informa		amed above; if more	e than one landowner, attach additional sheets with the
Name:			Phone Number(s)
Address:			Email:
City:	State:	Zip Code:	Landowner Agent:
C. Property D	escription:		
County where pro	eject will occur:		Number of acres included in the project:
Location of the pr	coperty (Township, R	ange, Section):	
	perty (project area ve additional pages for t		ry, soils, creeks, springs, caves, land use, surrounding land
Note: Please incli	ude topographic and	location maps if pos	ssible.

D. Project Description: No more than 2 typed pages for text

Be as specific and complete as possible.

What are the Objectives, Approach and Expected Outcomes of the project?

What conservation or management activity(s) will be done to improve the status of LIP species or rare natural communities?

What is the expected duration and timing of project activities?

How will project success be assessed?

Attach additional pages as necessary (maps)

E. Expected Benefits:

List those rare species and rare natural communities that will be targeted for conservation:

List other local and regional conservation plans to which this project contributes and discuss how project activities benefit those other plans.

What is the expected longevity of project benefits?

Briefly discuss off-site benefits that may result from this project.

Quantify the expected benefits of the project, such as:	Currently	After project
Acres of at-risk species habitat or rare natural communities present		
No. of landowners participating in project		
Management plans in place for rare species or rare natural communities		

F. Proposed schedule of work:

Outline a proposed time schedule to complete the management	activities proposed	for your project	(in days, mont	hs,
years).				

G. Additional Provisions:

H. Partners and Proposed Budget:

List all partners involved in this project and the nature of their involvement (volunteer labor, cash donation, research, etc.) Be certain to differentiate between secured funds and anticipated funds or participation.

Describe how funds will be used:

Budget:

	LIP Funds	Cash Contributions from Partner(s):		In-Kind or Donations From Partners(s):		Total Cost of Work to be Performed	
Budget Category	Requested (1)	Fed. ¹ (2)	Non-Fed. ² (3)	Fed. ¹ (4)	Non-Fed. ² (5)	Fed. ¹ (1+2+4)	Non- Fed. ² (3+5)
Labor	(1)	(2)	(3)	(4)	(3)	\$	\$
Benefits						\$	\$
Contracted Services						\$	\$
Supplies and Materials						\$	\$
Travel	NA					\$	\$
Equipment ³						\$	\$
Conservation Easement or Lease							
Other(specify)						\$	\$
Subtotals	\$	\$	\$	\$	\$	\$	\$
Total						\$	

Please round all amounts to the nearest hundred.

¹Total federal contribution from all sources (e.g., U.S. Forest Service, BLM, NRCS), including LIP -- cannot exceed 65% of the total project cost.

²Total non-federal contributions directed toward project – must be >35% of total project cost.

³Equipment includes non-perishable items, rental

DUTIES, RESPONSIBILITIES, AND CONDITIONS



1.	Applicant/Landowner's Duties: The applicant or landowner agrees to perform the					
	following identified duties (check appropriate duties):					
	a)					
	b)					
	c)					
	d)					
	e)					
	f)					
	g)					
2.	<u>Department Responsibilities</u> : The Department agrees to provide the following services or materials (check appropriate entries):					
	a) Provide Landowner Incentive Program reimbursement of \$ upon					
	receipt of invoices and documentation of match					
	b) Biological Monitoring					
	c) USFWS Federal Assistance Project Completion Reports					
	d)					
	e)					
	f)					
_						
3.						
	Start Date of Project:					
	End Date of Project: Interim progress and monitoring report due:					
	<u> </u>					
	Final Project Report due (30 days after completion date): Other dates:					
	Other dates.					
4.	Termination and Default					
	The Department or the Cooperator may terminate participation in the Landowner					
	Incentive Program if the terms of the contract are violated. Notice of termination will be					
	made in writing.					
5.	Department Access to Landowner Incentive Program Area					
	Through participation in the Landowner Incentive Program, the Applicant agrees to					
	permit Department personnel on the property for the purposes of assessment, project					
	assistance, and continued monitoring, while maintaining contact with the Applicant so as					

to respond to any needs, issues, or problems which develop over the course of the LIP project. By permitting Department personnel on the property, the Applicant is not

relinquishing any rights or control over property under his/her ownership or

responsibility.

Landowner Incentive Program GENERAL TERMS OF THE AGREEMENT Provisions and Assurances



Because this agreement is a contract with the State of Idaho, there are certain conditions that are required by law to be included. They are as follows:

<u>Independent Contractor</u>. The Applicant is an independent contractor and this contract does not establish employer-employee relationship with the Applicant or any person employed by him/her for any purpose. Applicant agrees to pay all state, federal, or local taxes, fees or other assessments related to employment of himself or any person employed by him to fulfill this contract.

<u>Access to Records</u>. The Applicant shall permit access to any of his/her records necessary for post-audit and analysis to determine compliance with this contract.

<u>Assignment</u>. This contract may not be assigned or transferred nor may a subcontract be let unless both parties agree in writing in advance.

Equal Employment Opportunity. Pursuant to Section 67-5909, I.C., no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or natural origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

Execution. Each party has full authority to enter into and perform this contract, and the person signing this contract on behalf of each party acknowledges that he/she has read this contract, understands it and agrees to its terms.

<u>Venue and Interpretation</u>. Venue for any court action arising under this contract shall be in ADA County Idaho. This contract will be governed under the laws of the State of Idaho.

<u>Designated Owner Representative</u>. For purposes of this contract, a Designated Owner Representative is an employee, family member or an individual with real property interest who, in signing this Landowner Incentive Program contract, acknowledges that he or she has been designated by the fee title holder as having the authority to enter this contract and utilize the lands described in it for the purposes of the Landowner Incentive Program.

<u>Indemnification</u>. The Applicant assumes and agrees to protect, indemnify and hold harmless the Department and its employees and agents from all liability and expense on account of claims, suits and costs growing out of or connected with this agreement. Provided, however, that the Department shall not be relieved hereby from liability for its own negligence or that of its employees or agents.

<u>Performance</u>. This Agreement and Project shall be performed in accordance with the Act and Regulations governing Landowner Incentive Program and the terms and conditions set forth in the Budget, Proposed Schedule of Work, Additional Provisions, Project Description, Provisions and Assurances, applicable Rules and Federal Regulations including OMB Circular A-102, OMB Circular A-87, and OMB Circular A-133, and any other documents affixed or referred to in this agreement, all of which are incorporated by reference.

<u>Availability of Federal Funds</u>. The Applicant acknowledges that all funding is contingent upon availability of federal funds, the Department's ability to certify provisions of required matching funds, and continued federal authorization of program activities. The <u>Applicant</u> agrees that IDFG has the right to terminate or otherwise modify this agreement if federal funding or authority is terminated or modified.

Signatures and Date signed

Applicant:

LIP or Habitat Biologist:

State LIP Coordinator:

IDFG Administrative/Legal Authority: